another suit (No. 521 of 1933), the defendant's address being given in that action as No. 704, Serangoon Road, which was served on the defendant within the jurisdiction of this Court, and that in that case the defendant made no allegation that he was not residing within the jurisdiction of the Court.

At the hearing of the Summons Mr. Fung for the plaintiff admitted that the defendant had a residence at Pontian Ketchil but that the evidence disclosed that the defendant had also a place of address at No. 704, Serangoon Road, at which he resided from time to time. It is contended that the plaintiff believed that the defendant resided there further that the defendant has not moved to set aside the Writ within a reasonable time, that he should have moved at once after accepting service, and that he did not take this step until he was served with a bankruptcy notice, and that in any event there are no merits in this application and that the defendant has never alleged that he has a good defence to the action.

Mr. Storr for the defendant contends that this is not a mere irregularity but is one which goes to the root of the Writ that the correspondence shows that the plaintiff knew that No. 704, Serangoon Road, Singapore, was not the defendant's address and that he must have put that address in deliberately to avoid the necessity of proceeding under section 105 of the Civil Procedure Code.

In support of these contentions the following cases were cited:—*Clokey* v. *L. & N. W. Railway Co.*, 1905, 2 I.R. p. 251 and *The W. A. Sholten*, 15 P.D. 8. In my opinion the former case is distinguishable from this case in that an address known to be false was inserted in the Writ for the purpose of obtaining that to which the plaintiff was not entitled—a trial in Ireland. The High Court in Ireland had no jurisdiction over the subject-matter of the suit. Here there is no question as to the jurisdiction of the Court over the subject-matter of the suit, i.e., a claim on two promissory notes made in Singapore.

Similarly in the latter case the address of the defendants, a foreign corporation, was found to have been purposely omitted and it was held that, having regard to Order II r. 3, the omission was material and that the writ was invalid. In my opinion this case also is not applicable to the matter in issue.

On the evidence before me I am satisfied that while the principal place of residence of the defendant at the material time was at Pontian Ketchil, Johore, his association with the address given in the Writ at 704, Serangoon Road was sufficient for the purpose of identification. In my view the evidence does not support the allegation that the plaintiff inserted this address deliberately in an endeavour to evade the rules of this Court.

Further the defendant was served personally in Singapore and in my opinion he cannot be said to have been in any way misled or prejudiced.

The case of *Smith* v. *Hammond*, (1896) 1 Q.B. 571 seems to me to be directly in point. In that case the defendant was incorrectly described as of Lytham in the county of Lancaster whereas his only place of business and address was at Londonderry in Ireland, and it was held, on an application to set aside the writ of summons, that the incorrect statement of the defendant's address did not vitiate the writ and it was good.

On the authority of this case and for the reasons indicated above I am of opinion that this application must fail.

Apart from this I am of opinion that the defendant must fail on a further point, namely that this application has not been made within a reasonable time in accordance with section 1340 of the Civil Procedure Code. He was served personally with the writ of summons; beyond endorsing it as mentioned earlier, he does nothing in the matter until he is served with a bankruptcy notice on a judgment which he has allowed to be entered against him by default. It is true that the various steps in this suit were taken with a remarkable rapidity, but I take the view that the defendant had ample time between service of the writ upon him and judgment thereon to make the present application.

For these reasons the application must be dismissed with costs to be taxed.

Application dismissed.

Solicitors for the Plaintiff—*S. Fung.*

Solicitors for the Defendant—*Drew & Napier*

[ORIGINAL CIVIL JURISDICTION]

MILLS, J.

[APPELLATE JURISDICTION]

HUGGARD, C.J., THOMAS, C.J. (F.M.S.) & GERAHTY, J.

November 14, 1933.

ALUS BINTE BAKAR

v.

TAHAR BIN HAJI HASSAN.

[MALACCA CIVIL SUIT No. 74 of 1933]

[SINGAPORE CIVIL APPEAL No. 17 of 1933]

Interpretation of word "Grant."

Observations on the meaning of the word "grant" when used by Malay inhabitants of the Settlement of Malacca having no thorough knowledge of the English language.

Trial of Action.

Veerasamy for the Plaintiff.

S. G. Pillay for the Defendant.

Cur. Ad. Vult.

MILLS, J.—The plaintiff and the defendant on 16th January, 1930, signed an agreement whereby the plaintiff agreed to sell and the defendant agreed to buy 4 pieces of land, each of 2,000 square feet, for $3,800, the final payment of $3,000 to be made "on completion of transferring the E.M.R. into grant and name."

The plaintiff has surrendered her previous titles and has obtained from the Government four 99-year leases: she claims specific performance of the agreement or damages for its breach.

The defendant refuses to perform the agreement because he says the plaintiff agreed to transfer Statutory Grants, and he is not willing to accept 99-year leases.

The case turns on the meaning of the word "grant" in the phrase above quoted.

Counsel for the defendant argued that "grant" was a technical word and he desired to lead evidence to show the meaning of the word, under Section 98 of Ordinance No. 53 (Evidence): Counsel for plaintiff maintained that "grant" was not a technical word and he objected to such evidence being admitted.

The rule is laid down in *Norton* on Deeds (2nd edition, p. 74) as follows:—"In the application of the rule to the interpretation of deeds containing technical legal terms, since the draftsman probably used those terms in their technical meanings, such meanings must be affixed to them unless excluded by the context."

Although the agreement is not "a document of an ordinary kind, framed in natural language, and treating of untechnical matters," yet it cannot be said to be couched in "the professional language of the conveyancer": the agreement is ungrammatical, and unidiomatic: it appears to have been written by a clerk or petition-writer having no thorough knowledge of the English language. After considerable hesitation I took the view that the Court was not justified in finding that the draftsman probably used the word "grant" in its technical meaning, and I considered that the technical meaning was excluded by the context.

I therefore acceded to the contention of the plaintiff's Counsel and refused to admit evidence to show the meaning of the word "grant" as a technical term.

The word "grant," then had to be interpreted according to its "literal" meaning, viz. the meaning usually affixed to the word at the time of the execution of the deed, by persons of the class to which the parties belonged; or the meaning in which the word must have been used by the parties, having regard to their circumstances at the time of execution; or the meaning which it can be conclusively shown that the parties were in the habit of affixing to the word.

The parties are Malay small-holders; the plaintiff cannot write her name, so I conclude she cannot speak or write English: the defendant gave his evidence in Malay. The date of the deed was 16th January, 1930.

Since 1929 it has been the policy of the Government not to issue any more Statutory Grants, but to issue 99 years leases: previously the Government issued Grants. There is no evidence whether the plaintiff or the defendant knew the difference between a "grant" and a "lease" on 16th January, 1930: the ordinary country Malay does not understand the word "lease," and usually calls an Extract from the Mukim Register a "grant kechil" ("small grant"), and a statutory grant a "grant besar" ("large grant").

The present Assistant Collector of Land Revenue at Alor Gajah deposed that he now describes a ninety-nine year lease as a "grant sembilan puloh sembilan taun" (grant ninety-nine years"), but there is no evidence that any such explanation was given to the country people in 1930.

I take judicial knowledge of the fact that for at least 10 years the Malays in Malacca territory have called an Extract from the Mukim Register a "grant kechil" and a Statutory Grant a "grant besar"; and if a Malay having already a "grant kechil" states that she wants to change it into a "grant," I conclude without hesitation that she must mean a "grant besar" i.e. a Statutory Grant; it is quite impossible, in my opinion, that by "grant" (using the one word without qualifying words) she should, on 16th January, 1930, have referred to the novel, or practically unknown, form of title called "grant sembilan puloh sembilan taun" (even if such a expression was then used).

If, however, "grant" ought to be interpreted as a technical legal term, its meaning, since the plaintiff was a customary land-holder, must be that given to it in Ordinance No. 39 (Malacca Customary Lands), cf. Section 8 (7) and in Ordinance No. 34 (Crown Lands), *passim*: it is clear that in those Ordinances "grant" does not include "lease".

I may add that the meaning of a technical legal term is a matter for the Judge alone: cf. *Norton* on Deeds, p. 76. I do not agree with Counsel for the plaintiff that "grant" cannot mean "statutory grant" unless the word "statutory" is used: in Section 8 (7) above-mentioned no qualifying word is used. I do not agree with Counsel for the plaintiff that the literal meaning of "grant" is to be found in *Stroud's* Judicial Dictionary, quoting "Touchstone": in my opinion, that would give the technical meaning, which Counsel contended was not admissible.

My decision was, then, that by "grant" the parties to the agreement meant "Statutory Grant," and that as the plaintiff had failed to obtain Statutory Grants, her claim must be dismissed.

Action dissmissed.

From this Judgment the Plaintiff appealed. The Appeal came on for hearing at the Court of Appeal in Singapore (Huggard, C.J., Thomas, C.J., F.M.S. and Gerahty, J.) on the 14th November, 1933.

Veerasamy for the Appellant.

M. C. Johannes (*S. G. Pillay* with him) for Respondent.

The Court delivered oral Judgments dismissing the Appeal with costs.

Appeal dismissed.

Solicitors for the Plaintiff.—*Rogers & Son*, Malacca.

Solicitor for the Defendant.—*S. G. Pillay*.

THE END OF THE STRAITS SETTLEMENTS OFFICIAL REPORTS.